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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affects both Debtors

** All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Bankruptcy Case
No. 19-30088 (DM)

Chapter 11
(Lead Case) (Jointly Administered)

Related Docket Ref: Docket Nos: 1527, 1528, 1529

**AMENDED DECLARATION OF DAVID N.
LEVINE IN SUPPORT OF APPLICATION
PURSUANT TO 11 U.S.C. § 327(e) AND FED.
R. BANKR. P. 2014(a) AND 2016 FOR
AUTHORITY TO RETAIN AND EMPLOY
GROOM LAW GROUP, CHARTERED AS
SPECIAL EMPLOYEE BENEFITS COUNSEL
TO THE DEBTORS EFFECTIVE AS OF THE
PETITION DATE**

Date: May 9, 2019
Time: 9:30 a.m. (Pacific Time)
Place: United States Bankruptcy Court
Courtroom 17, 16th Floor
San Francisco, CA 94102

Pursuant 28 U.S.C. § 1746, I, David N. Levine, hereby declare as follows:

1. I am an attorney admitted and in good standing to practice law in the District of Columbia. I am a principal in the law firm of Groom Law Group, Chartered (“**Groom**”) and am duly authorized to make this Declaration (the “**Declaration**”) on behalf of Groom. The facts set forth in this Declaration are based on my knowledge and belief after due inquiry and, if called as a witness, I could and would testify thereto.

2. On January 29, 2019 (the “**Petition Date**”), PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the “**Utility**”), as debtors and debtors in possession (collectively, “**PG&E**” or the “**Debtors**”), each commenced with this Court a voluntary case under the Bankruptcy Code (the “**Chapter 11 Cases**”).

3. I submit this Declaration in support of the Debtors’ Application (the “**Application**”),¹ pursuant to section 327(e) of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), for authority to employ and retain Groom as special employee benefits counsel, effective as of the Petition Date.

4. This Declaration is provided pursuant to Paragraph D.1 of the U.S. Trustee *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses* Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases, effective November 1, 2013 (the “**U.S. Trustee Guidelines**”).

5. In connection with these Chapter 11 Cases, Groom has agreed to advise the Debtors with respect to legal issues associated with their employee benefit plans, including, but not limited to, issues related to Debtors’ employee benefit obligations under the Employee Retirement Income Security Act of 1974, as amended, the Internal Revenue Code of 1986, as amended, and the Bankruptcy Code; any investigations, inquiries, or claims made by the Department of Labor, the Internal Revenue Service, the Pension Benefit Guaranty Corporation, or the U.S. Trustee; claims by plan participants or beneficiaries that relate to Debtors’ employee benefit plans; and any proceedings before this Court, any appellate court, or any court of competent jurisdiction relating to Debtors’ employee benefit plans.

¹ Capitalized terms used, but not otherwise defined, herein shall have the same meanings ascribed to such terms in the Application.

6. Groom did not agree to any variations from, or alternatives to, the firm's standard or customary billing arrangements with the Debtors with respect to this matter.

7. No prospective budget or staffing plan has been prepared for this matter, except that Groom's services must comply with the Groom Agreement.

8. No Groom principal, of counsel, or associate, varies their billing rate based on the geographic location of the Debtor's bankruptcy case.

9. Neither I, nor Groom, nor any principal, of counsel, or associate thereof, insofar as I have been able to ascertain, has any connection with the Debtors, their creditors, the Office of the United States Trustee for Region 17 (the "**U.S. Trustee**") or any other party with an actual or potential interest in these Chapter 11 Cases or their respective attorneys or accountants, except as set forth below:

- a. Groom is not and has not been employed by any entity, other than the Debtors, in matters related to these Chapter 11 Cases.
- b. Groom may perform or may have performed services for certain "Parties in Interest," as defined below, in matters unrelated to these Chapter 11 Cases. As set forth below, Groom has undertaken a search to determine, and to disclose, whether it is performing or has performed services for any Parties in Interest in such unrelated matters.

10. Neither I, nor Groom, nor any of counsel or associate thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their respective estates. Accordingly, I believe that Groom is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code. The Debtors, however, have numerous relationships and creditors. Consequently, although every reasonable effort has been made to discover and eliminate the possibility of any conflicts, including the efforts outlined in paragraphs 11 and 12 below, Groom is unable to state with certainty whether one or more of its clients or an affiliated entity may hold a claim or otherwise be a party in interest in these Chapter 11 Cases. If Groom discovers any information that is contrary to or in addition to the statements made herein, Groom will immediately disclose such information to the Court. To the best of my knowledge, Groom has not represented and will not represent any entities or individuals other than the Debtors in these Chapter 11 Cases or in connection with any matters that would be adverse to the interests of the Debtors.

11. Subject to the Court's approval, Groom will charge for its services on an hourly basis in accordance with the January 2018 Master Services Agreement ("Groom Agreement") and Groom's

standard hourly rates in effect on the date services are rendered, minus a 5% or more discount based on volume of services. There were no adjustments to these terms or rates for the 12 months prepetition.

12. The hourly rates charged by Groom professionals differ based on, among other things, such professional's level of experience. The names of Groom's professionals approved by PG&E to provide services and their PG&E-approved rates (before application of certain applicable discounts) are listed below:

<u>Principal</u>	<u>Standard Rates</u>	<u>Non-Principals</u>	<u>Standard Rates</u>
Adams	751	Ashner	556
Amin	713	Boberg	708
Anillo	898	Bradford	637
Cho	836	Carolan	675
Dold	898	Del Conte	713
Hogans	836	Fogleman	675
Itami	713	Geloneck	594
Keller	812	Goodwin	751
Kreps	751	Junk	812
Lee	751	Kimelblatt	413
Levine	860	Kohn	708
Levy	732	Lucco	637
Lofgren	898	Malik	504
Mazawey	1055	Mayland	556
Ryan	732	McSweeney	637
St. Martin	998	McTyre	675
Tinnes	812	Muma	556
Turner	732	Slee	751
Ullman	755	Temme	675
Walsh	708	Wood	713
Witt	751		
Zaklad	795		

Other Professionals

Latalladi-Fulton	328
Shahinllari	214

13. These rates may change from time to time in accordance with Groom's established billing practices and procedures. Groom will maintain detailed, contemporaneous records of time and any actual and necessary expenses incurred in connection with the rendering of legal services described above by category and nature of the services rendered.

14. There have been no adjustments to Groom's billing rates or terms of engagement with PG&E postpetition.

15. In determining that Groom is a disinterested person, I have made diligent inquiry to determine whether Groom has any connection with parties in interest in these cases, or has or represents any interest adverse to the Debtors' estates, or is otherwise subject to any disqualification which would prevent it from serving as special employee benefits counsel to the Debtor in these Chapter 11 Cases. In preparing this Declaration, I caused to be submitted for review by our conflicts check system the names of all known parties in interest (the "**Parties in Interest**") in this case. The list of Parties in Interest was provided to us by the Debtors and included the following categories:

Debtors	Ad Hoc Committee of Unsecured Tort Claimant Creditors
Debtors' Trade Names and Aliases	Non-Debtors Professionals
Affiliates and Subsidiaries	Ordinary Course Professionals
Current Officers and Directors	Other Secured Parties
Term and Revolving Loan Lenders and Administrative Agents	Regulatory and Government (Federal, State and Local)
Contract Counterparties	DIP Lenders
Debtors Professionals	Significant Competitors
Former Officers and Directors	Significant Shareholders
Affiliations of Former Officers	Significant holder of voting securities
Affiliations of Former Directors	Taxing Authorities
Insurance/Insurance Provider/Surety Bonds	Top Unsecured Creditors
Surety Bonds	Unsecured Notes
Landlords and parties to leases	UCC Lien Holders
Lenders	Unions
Litigation Counterparties/Litigation Pending Lawsuits	Utility Providers
Litigation Parties	Vendors/Suppliers

The results of this review were compiled and analyzed by Groom attorneys acting under my supervision.

16. Groom has researched its client database to determine whether Groom has provided in the recent past, or is presently providing, services to those persons/entities. To the extent that such

1 research indicated that Groom has provided/is providing such services, the identities of those
2 persons/entities are set forth in Exhibit 1 attached hereto.

3 17. The services we may currently provide or may have provided for creditors generally
4 include advising such creditors with respect to legal issues associated with their own employee benefit
5 plans or the services that they provide in connection with other employee benefit plans. To the best of
6 my knowledge, information and belief, Groom's fees for services we provided to any of the entities listed
7 in Exhibit 1 are completely unrelated to any matters concerning these Debtors.

8 18. To the best of my knowledge, information and belief, neither the undersigned nor the
9 professionals anticipated to assist the Debtors in these matters are related to any judge in the United
10 States Bankruptcy for the Northern District of California or the U.S. Trustee assigned to this matter.

11 19. Accordingly, based upon the discussion herein above, Groom is a "disinterested person,"
12 as defined in section 101(14) and as required by section 327(e) of the Bankruptcy Code and, to the best
13 of my information and belief, neither my firm nor any member thereof is connected, other than as
14 disclosed herein or at Exhibit 1 to the Debtors or the parties set forth above.

15 20. As of the date of filing, based upon review of our internal billing records, Groom was not
16 owed any fees in respect of services provided during the pre-petition period.

17 21. Groom has not shared or agreed to share any of its compensation from the Debtors with
18 any other person, other than with principals, of counsel, associates or other employees of Groom as
19 permitted by section 304 of the Bankruptcy Code.

20 22. To the best of my knowledge, Groom has not represented and will not represent any
21 entities or individuals other than Debtors in these Chapter 11 Cases or in connection with any matters
22 that would be adverse to the interests of the Debtors.

23 23. Groom intends to apply to the Court for payment of compensation and reimbursement of
24 expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules,
25 the Bankruptcy Local Rules, the Fee Guidelines, and any further order of the Court and pursuant to any
26 additional procedures that may be established by the Court in these cases.

27 24. This Declaration is submitted in accordance with section 327 of the Bankruptcy Code and
28 Bankruptcy Rule 2014.

I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry,
the foregoing is true and correct.

Executed this 1st day of May, 2019



David N. Levine

EXHIBIT 1

Bank Accounts

Bank of America
Bank of New York Mellon
Deutsche Bank Trust Company Americas
Fidelity Management Trust Company
Royal Bank of Canada
U.S. Bank N.A. Global Corporate Trust Services
U.S. Bank, N.A.
JP Morgan Chase Bank, N.A.
Morgan Stanley / ISG Operations
RBC Capital Markets
Wells Fargo Bank, N.A.
Wells Fargo Securities, LLC
Bank of America Merrill Lynch
Barclays Capital Inc.
Union Bank of California
Goldman, Sachs & Co.
Merrill Lynch
Royal Bank of Scotland

Debtors Professionals (law firms, accountants and other professionals)

PricewaterhouseCoopers LLP
Weil, Gotshal & Manges LL
Willis Towers Watson
Cravath, Swaine & Moore LLP
Lazard Frères & Co. LLC

Term and Revolving Loan Lenders and Administrative Agents

Bank of America, N.A. (Admin Agent - \$300M)
JPMorgan Chase Bank, N.A.
Morgan Stanley Bank, N.A.
Morgan Stanley Senior Funding, Inc.
MUFG Union Bank, N.A.
Royal Bank of Canada
The Bank of New York Mellon
Wells Fargo Bank, National Association
Barclays Bank PLC
Canadian Imperial Bank of Commerce, New York Branch
Goldman Sachs Bank USA
US Bank, National Association

Contract Counterparties (includes, PPAs, patents and IP)

Bank of Montreal
Cargill Inc.
Chevron USA, Inc.
Conoco Phillips Company
Conocophillips Co.
Google Inc.
J.P. Morgan Ventures
Koch Energy Svc
Morgan Stanley Capital Group Inc.
National Fuel
Portland General Electric
Royal Bank of Canada
UBS AG (Switzerland)
Wells Fargo LLC
Anadarko
Barclays Bank PLC
Canadian Imperial Bank of Commerce
First Reserve
Lehman Brothers Commodity Services
Merrill Lynch
Merrill Lynch Commodities Inc.
NextEra
NextEra Energy, Inc.
Royal Bank of Scotland, PLC
Sierra Pacific Ind. (Susanville)
Sierra Pacific Industries
Southern California Edison Company
United Airlines (Cogen)

Insurance/Insurance Provider/Surety Bonds

AETNA
Aetna International
Allianz Global Corporate & Specialty SE (PDW)
Allianz Global Risks
Allianz Global Risks US Insurance Company
Blue Cross of California, Inc. d/b/a Anthem Blue Cross (“Anthem”)
Beacon Health Options, Inc.
Chubb Bermuda
Chubb Bermuda Insurance Ltd
CIGNA Group Insurance
Express Scripts Holding Company
Kaiser Foundation Health Plan, Inc.

Life Insurance Company of North America (CIGNA)
Willis Towers Watson
Beazley Insurance Company
Liberty Mutual Insurance Company
Neff
The Marine Insurance Company Ltd. (Royal Sun Alliance - RSA)

Surety Bonds

Liberty Mutual Insurance Company
Liberty Mutual Fire Insurance Company

Landlords and parties to leases

Google, Inc.
Ingersoll
Sears

Lenders (Prepetition and Proposed Postpetition to the extent not already listed)

Bank of America, N.A.,
JPMorgan Chase Bank, N.A.,
Barclays Bank PLC

Litigation Counterparties/Litigation Pending Lawsuits – includes threatened litigation

Benjamin Moore
Damniel Gallagher

Litigation Parties (in adversary 19-03003)

Consolidated Edison Development, Inc.
NextEra Energy, Inc.

Ad Hoc Committee of Unsecured Tort Claimant Creditors

DLA Piper LLP (US)

Other Secured Parties (Letters of Credit/ Issuers of Letters of Credit)

City of Oakland

Secured Creditors

Bank of America, N.A.
Deutsche
J.P. Morgan Securities LLC
JPMorgan Chase Bank, N.A.
Morgan Stanley Bank/ Morgan Stanley Senior Funding
MUFG Union Bank, N.A.
Royal Bank of Canada
The Bank of New York Mellon, N.A.
UBS
UBS Securities
Wells Fargo Bank, N.A.
Wells Fargo Bank, National Association
Wells Fargo Securities LLC
Bank of America Merrill Lynch
Barclays Bank PLC
Barclays Capital Inc.
Barclays Global
Canadian Imperial Bank of Commerce, NY Agency
Goldman Sachs Bank USA
Lehman Brothers
Merrill Lynch, Pierce, Fenner & Smith Incorporated
RBS
U.S. Bank National Association
Williams Capital

Significant Shareholders (more than 5% of equity)

BlackRock, Inc.
T. Rowe Price Associates, Inc.
The Vanguard Group, Inc.

Significant holder of voting securities

BlackRock Fund Advisors
T. Rowe Price Associates, Inc.
The Vanguard Group, Inc.

Top Unsecured Creditors

Bank of America
Bank of New York Mellon
Chevron Power Holding Inc.
Deutsche Bank
McKinsey & Company Inc. - U S

MUFG
Siemens Industry Inc.
The Bank of New York Mellon
Wells Fargo
Turner Construction Company

Unsecured Notes

Bank of America, N.A.
Bank of New York Mellon
JPMorgan Chase Bank, N.A.
Morgan Stanley
Morgan Stanley Bank
Morgan Stanley Senior Funding
MUFG Union Bank, N.A.
Royal Bank of Canada
UBS Investment Bank
Wells Fargo
Wells Fargo Bank, N.A.
Barclays Bank PLC
Canadian Imperial Bank of Commerce
Goldman Sachs Bank USA
Lehman Brothers
U.S. Bank National Association
US Bank

UCC Lien Holders

Great West Life and Annuity Insurance Company
MassMutual Asset Finance LLC
Wells Fargo Bank
Wells Fargo Bank Northwest, National Association, as Trustee Mac: U1228-051
U.S Bank Equipment Finance, a division of U.S. Bank National Association

Unions

International Brotherhood of Electrical Workers
Service Employees International

Utility Providers

AT&T
AT&T Corp.
Comcast
Level 3 Communications
Verizon Business Network Services

Vendors/Suppliers (critical, foreign, common carrier, shippers, warehousemen, customs duties, brokers charges, facilities provider and third party)

Brock Services, LLC
ChemTreat, Inc.
Praxair
Praxair Services, Inc.
ADP, Inc.
Turner Construction Company

Interested Parties / Notice of Appearance Parties

Deutsche Bank National Trust Company
Deutsche Bank Trust Company Americas
Honeywell International Inc.
McKinsey & Company, Inc. U.S.
Liberty Mutual Insurance Company
NextEra Energy Inc., et al.
NextEra Energy Montezuma II Wind, LLC
NextEra Energy Partners, L.P.
NextEra Energy, Inc.